

Fort Madison CSD

Teamsters #238 (Blue Collar) 7/1/2006 6/30/2007

FORT MADISON CSD/TEAMSTERS #238
(BLUE COLLAR)

06-07

July 1, 2006 through June 30, 2007

LABOR AGREEMENT

BETWEEN

FORT MADISON COMMUNITY SCHOOL DISTRICT

UNIT 2

and

**CHAUFFEURS, TEAMSTERS, AND HELPERS
LOCAL UNION #238**

2006 MAY 24 AM 8:32
PUBLIC EMPLOYMENT
RELATIONS BOARD

2006 MAY 24

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This Agreement made this 11th day of May, 2006 between Chauffeurs, Teamsters, and Helpers Local Union No. 238 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" and the Fort Madison Community School District of Fort Madison, Iowa, hereinafter referred to as the "Employer" is the Labor Agreement between these parties.

By the District

Dan Davis
President of Board

Ly L. Ray
Chief Negotiator

S. L. Elmore
Dan Davis
Business Mgr/Board Secretary

By the Union

Kendra Wilson 3-26-06
Business Representative

Ruby Leavins
Unit #2 Representative

Maureen Rogers
Unit #2 Representative

Sam Runkham
Secretary Treasurer

ARTICLE I

Recognition

- 1.1 The district recognizes that the Chauffeurs, Teamsters and Helpers Local Union 238 certified as the bargaining representative shall be the exclusive representative of all custodial and skilled trades employees in the bargaining unit. Excluded from this unit shall be all office clerical employees, academic employees, food service employees, bus drivers, the Director of Operations and Maintenance, and all other employees excluded by Section 4 of this Act.

ARTICLE II

Union Representation

- 2.1 Union Access.
The Business Representative of the Union shall have access to the premises of the employer for the purpose of official union business as is necessary upon notification to the Board Secretary. The Business Representative will not conduct such business during work hours unless authorized by the Board Secretary.
- 2.2 Union Steward.
The union, at its discretion, may designate and appoint a Union Steward. However, said Union Steward shall not conduct any union business during his/her regular work hours and shall not interfere with or interrupt whatsoever the duties of any other employee, unless authorized by the employer.
- 2.3 Bulletin Board.
The district agrees to provide a bulletin board in the maintenance area for the purpose of posting information relating to the affairs of the union.

ARTICLE III

Individual Contracts

- 3.1 Any individual agreement or contract between the district and the employees of this unit, heretofore and hereafter executed, shall be subject to the provisions of this Agreement. If any individual agreement or contract contains any provision inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE IV
Management Rights

4.1 Management Rights.

Unless expressly modified herein, the Fort Madison Community School District shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign, and retain employees in positions within the district.
- C. Suspend or discharge employees for proper cause.
- D. Maintain the efficiency of district operations.
- E. Relieve employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments, and personnel by which the district's operations are to be conducted.
- G. Take such action as may be necessary to carry out the mission of the district.
- H. Exercise all powers and duties granted to the district by law.

4.2 Precedent.

Any single act or decision by the administration or Board of Education shall not serve as a precedent for future acts or decisions.

ARTICLE V
Physical Examination

5.1 Physicals.

Each employee at the beginning of service and at three (3) year intervals thereafter shall have a physical examination and check for tuberculosis as required by the Department of Education. Such physical examination shall be at the expense of the employer, including any necessary chest x-ray. The employer reserves the right to select the doctor or clinic to be used for such physical and will pay for only those items required on the physical form. The employer may require additional physical examinations by another licensed physician at the expense of the school district.

ARTICLE VI
Leave of Absence

- 6.1 **Union Leave.**
Should a full-time employee with one or more years of continuous district service be elected to a full-time local union 238, state or national union office, he or she shall be granted, upon request, an unpaid leave of absence for not more than one (1) year. The employee may do so without loss of seniority provided employee informs the district, in advance of the election, that he/she intends to seek election to said office and that notification of a successful election shall be within five (5) days of the date of the election.
- 6.2 **Personal Leave.**
Any employee desiring a personal leave of absence shall make written application to the district at least thirty (30) days prior to the intended beginning date of the leave. A personal leave may, at the discretion of the district, be granted for up to twenty (20) working days without pay and without loss of seniority.
- Personal leave may be granted at the discretion and approval of the Superintendent for immediate family personal emergencies with at least five (5) days notice prior to the intended beginning date of the leave. The immediate family shall include the employee's spouse, child, parent, brother, sister, and foster parents.

ARTICLE VII
Check-Off

- 7.1 **Check-Off.**
Any employee may deliver to the Board an assignment in writing duly executed by such employee authorizing payroll deductions of union dues. As used herein "dues" shall not be construed to include any initiation fees, special assessments, non-current dues, fines, political contributions, or the like.
- 7.2 Deductions shall commence with thirty (30) days of the employee authorization. The district agrees to remit any such deductions to the union monthly.
- 7.3 The employee may terminate the check-off of union dues at any time by giving the employer thirty (30) days written notice.
- 7.4 The Union agrees to indemnify and hold harmless the Employer against any and all claims, loses, expenses and costs arising out of the directly or indirectly, the application of provisions in the agreement between the parties for dues deductions.

ARTICLE VIII
Grievance Procedure

8.1 A grievance shall mean a complaint that there has been an alleged violation of any of the specific provisions of this Agreement.

8.2 Procedure:

Step 1. (Informal) An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) working days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall respond within two (2) working days.

Step 2. (Formal) If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with his/her immediate supervisor within two (2) working days of the decision in Step 1, and shall note the specific clause or clauses of the Agreement alleged to have been violated and the remedy requested. The immediate supervisor shall file a written response within five (5) days.

Step 3. In the event a grievance has not been satisfactorily resolved at the second step, the grievant may file, within two (2) working days of the immediate supervisor's written decision, a copy of the grievance with the Secretary of the Board of Education. Within ten (10) working days after such written grievance is filed, the grievant, the Business Representative and/or the Union Steward, the immediate supervisor and the Board Secretary or his/her designee shall meet to resolve the grievance. The Board Secretary or his/her designee shall file an answer, in writing ten (10) working days of such grievance meeting.

Step 4 If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial binding arbitration. The union may submit, in writing, a request to the superintendent of schools within ten (10) working days from receipt of the step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator selected from a list of seven (7) arbitrators provided by the Iowa Public Employment Relations Board. Within (5) days after receipt of the list of the seven (7) arbitrators' names, the union and the employer shall meet and alternately strike a name from the list until one (1) name is left. That person shall be the arbitrator.

8.3 Expenses for the arbitrator's services shall be borne equally by the school district and the union and shall include the arbitrator's fee and expenses. Any other expenses shall be paid by the party incurring them.

- 8.4 The arbitrator shall have no authority to change or amend the Agreement. The decision of the arbitrator, which shall be rendered within thirty (30) days of the hearing, shall be final and binding upon the parties.
- 8.5 The time limits in any step of the grievance procedure herein may be extended by mutual agreement between the parties.
- 8.6 The Failure of any employee or Union to act on any grievance within time limits will amount to a waiver of the alleged grievance and act as a bar to further appeal of the grievance. The employer's failure to give a decision within the prescribed time limits shall permit the grievance to proceed to the next step.

ARTICLE IX

Seniority

- 9.1 **Definition.**
"Seniority", as used in this Agreement, shall mean an employee's length of service with the Fort Madison Community School District from the employee's latest date of employment. Seniority shall be used in determining layoff and recall, vacations, filling vacancies, and new jobs, as specified by the provisions of this Agreement for each.
- 9.2 **List.**
The district agrees to provide the union with a list showing the seniority of each employee within the following categories: custodians, skilled trades, and licensed, certified skilled trades. A copy will be placed on the bulletin board.
- 9.3 **Forfeit of Seniority.**
An employee's seniority shall be forfeited by resignation, discharge, retirement, reduction in force after one (1) year, or failure to report upon recall.
- 9.4 **Probation.**
New employees shall serve a probationary period of ninety (90) calendars days. At the conclusion of a satisfactory period of probation, a record of continuous service shall be initiated, establishing seniority as the date of hire.
- 9.5 **Bidding.**
Vacancies and new jobs shall be posted for seven (7) working days. These positions shall be filled from employees bidding on the job based upon seniority, qualification, and evaluation. This paragraph will not be in effect if an employee terminates employment without giving at least two (2) weeks written notice to the Director of Maintenance or his designee. (Only not in effect for that position.)

- 9.6 Transfers.
When an employee bids into another seniority group within this unit, that employee shall maintain but not accrue seniority in the previous group and shall establish seniority in the new group based upon the date of transfer.

ARTICLE X

Staff Reduction

- 10.1 Notification.
The employer for any reason may determine that it is necessary to reduce the number of employees. If employees must be laid off, the employer shall notify the employee(s) to be reduced fourteen (14) calendar days in advance and determine which employees are to be retained according to the procedure outlined in Section 10.2.
- 10.2 Procedure.
Whenever a reduction in force occurs, probationary employees shall be reduced first and without recall rights. When further reductions are necessary, the seniority and qualification for skilled trades employees, seniority for custodial employees shall be determinative.
- 10.3 Recall.
If openings occur within one (1) year of the lay-off, employees determined to be qualified, by the district, will be re-employed in the inverse order of lay-off. If an employee fails to return to work within seven (7) calendar days after being recalled, this failure to return to work shall be considered as a resignation and next eligible employee shall be recalled.

ARTICLE XI

Insurance

- 11.1 Eligibility.
An employee must be under contract and working at least thirty (30) hours per week to be eligible for any insurance coverage.
- 11.2 Types of Insurance.
The board shall provide an insurance program for the employee and the employee's immediate family (spouse and unmarried children living at home or attending college). The insurance program will be consistent with that provided for all district employees.

- A. Medical - each eligible employee shall purchase health and major medical insurance endorsed by the employer. Employees may choose not to select medical insurance if they certify, in writing, that they have comparable coverage as a dependent on a spouse's policy. Each eligible employee will have made available an amount equal to the cost of a single, \$500 deductible, premium.
- B. Dental - each eligible employee shall have the opportunity to purchase dental insurance. Each eligible employee shall receive the cost of a single premium for a \$1000 maximum benefit per calendar year and separate \$1000 orthodontic services (50%) benefit.
- C. Life - each eligible employee shall be covered by a term life insurance policy endorsed by the employer.
- D. Disability - each eligible employee shall be covered by the long-term disability insurance program endorsed by the employer.

11.3

Leaves.

Employees on unpaid leaves who are otherwise eligible for insurance programs may continue said insurance coverage by paying required premiums to the insurance carrier.

ARTICLE XII

Personal Days

12.1

Each employee working a minimum of thirty (30) contract hours per week may be allowed one (1) personal day and one (1) discretionary leave day per school year with pay. Application for such leave shall be presented to the Secretary of the Board at least two (2) working days in advance or requested day of leave with approval or disapproval being at the discretion of the district. Need for personal leave must be explained. No explanation is required for discretionary leave. Not more than two (2) custodians and two (2) skilled trades will be granted leave on a given day.

12.2

Employees may carry forward two (2) unused personal days or two (2) unused discretionary days (or a combination not exceeding two (2) days) from one year to the next.

ARTICLE XIII
Work Hours

- 13.1 **Postings.**
Employee work hours shall be in accordance with work duties as assigned by the district. Normal work hours will be posted on the bulletin board.
- 13.2 **Work Year.**
Each full-time employee shall be contracted and paid for actual hours worked, minimum 40 hours per week, as provided in this Agreement.
- 13.3 **Overtime.**
The employees shall be paid one and one-half (1-1/2) times their straight time hourly rate of pay for all hours worked over forty (40) hours in a work week. For the purpose of computing hours in excess of forty (40) hours in the employee's work week, Holiday hours and Vacation hours will be considered as time worked. When an employee received pay for a holiday not worked, those hours will be considered as time worked for the purpose of computing hours in excess of forty (40) hours in the employee's work week.
- Overtime requirements shall be worked by qualified employees in the various classifications as follows:
- a. The bus garage overtime work and call-in time shall be on a seniority and qualification basis.
 - b. Custodial overtime work and call-in time shall be by seniority, building, and qualification.
 - c. Skilled trades personnel overtime work and call-in time shall be by seniority and qualification.
- If the senior employee declines, the junior employee will work the required time.
- 13.4 **Call-in.**
Any employee regularly scheduled or called-in to work shall be guaranteed two (2) hours pay. Any employee called in on unscheduled or emergency call will be guaranteed three (3) hours pay. Call-in does not apply to previously scheduled building check during weekends and holidays.
- 13.5 **Breaks.**
There shall be a fifteen (15) minute break in each four (4) hour period of the work day. If work continues beyond the regular eight (8) hours, there shall be one (1) fifteen (15) minute break after the first two (2) hours of overtime.
- 13.6 **Shift Differential Pay.**
Employees starting a shift between 12:00 Noon and 12:00 Midnight, inclusive, shall be paid ten (10) cents per hour in addition to their regular rate of pay.

ARTICLE XIV

Sick Leave

14.1 Sick Leave.

All employees who have completed the required probationary period shall be entitled to twenty (20) days sick leave during the first year, twenty-five (25) days sick leave during the second year, and thirty (30) days each year thereafter. A total of two (2) days per year, which will be deducted from sick leave, may be used for illness of children living at home. (Such leave shall not be cumulative from year to year.) The district may require such reasonable evidence as it may desire confirming the necessity for sick leave of absence, including maternity.

14.2 Accumulation.

Unused sick leave shall be cumulative to one hundred twenty (120) days

14.3 Worker's Compensation.

Any amounts payable to an employee under this Article shall be reduced by worker's compensation benefits payable under Section 85.33, and 85.34, Subsection 1 of the Iowa Code.

ARTICLE XV

Emergency & Bereavement Leaves

15.1 Emergency Leave.

The employee may be granted up to a total of five (5) days paid leave per labor agreement year, for serious illness or unscheduled hospitalization in the immediate family. The immediate family should include employee's spouse, child, parent, brother, sister, and foster parents. The employee may be granted up to three (3) days paid leave per year for the serious illness or unscheduled hospitalization of mother-in-law or father-in-law. The total of such leave shall not exceed five (5) days per year.

15.2 Bereavement Leave.

The employee will be granted up to five (5) days paid leave per agreement year per incident, for a death in the immediate family. The immediate family shall include employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, and the foster parents. The employer may request a copy of the obituary. Up to three (3) days paid bereavement leave per incident per agreement year will be granted for the death of grandparent, grandchild, brother-in-law, sister-in-law, step children, son-in-law, daughter-in-law.

15.3 Funeral Leave.
The employee will be granted up to one (1) day paid leave per school year to attend the funeral of an individual other than as described in Section 15.2.

15.4 Leaves in this article are not cumulative from year to year.

ARTICLE XVI
Other Leaves

16.1 Jury Duty.
Employees called for jury duty shall be granted leave with pay provided the employee shall make application to the appropriate court for jury duty fees, and upon receipt of said fees shall pay such fees to the school district. Mileage fees are excluded.

ARTICLE XVII
Wages

17.1 Paydays.
Employees shall be paid on alternate Fridays for hours worked and earned through the previous Friday, the first such payday for the 2006-07 contract year shall be July 7, 2006.

- 19.2 Holiday Pay.
Holiday Pay is paid on a regular contract salary rate. Any hours worked on a holiday are counted as additional hours worked. Employees must have worked the work day before and after each holiday in order to be compensated for the holiday.

ARTICLE XX
Additional Provisions

- 20.1 Uniforms.
The employer shall furnish two (2) uniforms for each employee per year. Bus mechanics will be furnished three (3) uniforms.
- 20.2 Protective Equipment.
The employer shall furnish any protective or safety clothing or equipment for employees as is required by the employer.
- 20.3 Schooling.
The employer agrees to pay tuition, pay mileage (at the maximum rate allowed by law) or furnish transportation, pay food and lodging to attend schooling in connection with employment to the employees as directed by the employer.
- 20.4 Suspension and Discharge.
The employer agrees not to suspend or discharge an employee without just cause.
- 20.5 Unit work.
Except for unusual circumstances, supervisors will not perform work of a bargaining unit employee.

ARTICLE XXI
Separability & Duration

- 21.1 Separability.
If any provisions of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect.
- 21.2 Duration.
This Agreement shall be effective July 1, 2006, and shall continue in effect until midnight June 30, 2007.